

# EXHIBITS D

**FROM:** Nelson Bruce  
P.O. Box 3345  
Summerville, South Carolina 29484  
SSN: \*\*\*-\*\*-7185 | DOB: 09-28-1982

**Date:** June 17, 2022

**EXHIBIT D**

**TO:** Transunion Consumer Solutions  
P.O. Box 2000  
Chester, PA 19022-2000  
**Via Email to:** Wilbur E. Johnson - wjohnson@ycrlaw.com, mmerar@qslwm.com,  
ctrotter@qslwm.com, krussell@ycrlaw.com

### NOTICE OF INTENT TO SUE

To whom it may concern,

On or about June 2018, I disputed the following accounts/tradelines reported by Pentagon Federal Credit Union (PENFED) which Transunion allegedly "VERIFIED AS ACCURATE" on or about July 2018:

PENTAGON FCU	430679160525****	Unverified Account
PENTAGON FEDERAL CREDIT	3036870****	Unverified Account

As of December 27, 2021 I have discovered as a result of a call to PENFED that Trans Unions alleged investigation was unreasonable because according to Pentagon Federal Credit Unions own records, alleged credit card account number 430679160525\*\*\*\* with an alleged balance of \$13,777 was sold to United Holding Group ("UHG") and the alleged line of credit account number 3036870\*\*\*\* with an alleged balance of \$4,427 had been transferred to Nationwide Credit Corporation between April of 2016 and January of 2018 therefore PENFED had been inaccurately reporting these accounts as they did not have authority to report the accounts with a balance, could not verify an account that they were no longer in possession of and failed to report these accounts as sold and transferred. Their reporting gives the false impression that a debt is owed and or a debt is owed to PENFED. This is also verified as a result of a letter from PENFED dated 4-11-2022 documenting that the accounts were sold and transferred as referenced above which is included with this notice. This is clear evidence that Trans Union investigations was unreasonable, their actions was willful, negligent, reckless, done with malice, the intent to injure me, the consumer as they did not make sure the information PENFED was reporting was 100% accurate as the information reported was false, inaccurate, misleading in violation of the FCRA, and the South Carolina Consumer Protection Code (SCCPC).

This notice is being sent prior to filing suite. I am willing to give Trans Union an opportunity to amicably settle this matter and their violations of the "FCRA" and any applicable state laws. This would include all other actions currently pending in court against Trans Union. I am willing to settle all matters for \$700,000 with Trans Union covering any and all taxes, this would include any and all negative accounts and public records being deleted from my consumer report. Should Trans Union not be willing to amicably settle these matters, I will file suite requesting a jury trial for the maximum amount available to me suggesting that the jury calculate the damages between a "80:1 – 98:1" Ratio for Compensatory and Punitive Damages as determined in "*Daugherty v. Ocwen Loan Servicing, LLC*, 701 F. App'x 246 (4th Cir. 2017), also see... *Younger v. Experian Info. Sols., Inc.*, No. 2:15-cv-00952, 2019 WL 1296256, at \*13 (N.D. Ala. Mar. 21, 2019) which more than likely based on the facts that will be presented, the damages could be a lot more that I am requesting to settle for. My offer expires 10 calendar days from receipt of my email to your attorney in the pending case.

I can be reached directly via email at [leonbruce81@yahoo.com](mailto:leonbruce81@yahoo.com) or **843-437-7901**. This cell number and email is not to be called, shared, or used for any other purposes other than to address the matters at hand only!!

Respectfully Presented,

By: /s/ Nelson L. Bruce  
Nelson L. Bruce  
All Rights Explicitly Reserved and Retained  
U.C.C. 1-207/1-308, 1-103.6

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**FROM:** Nelson Bruce  
P.O. Box 3345  
Summerville, South Carolina 29484  
SSN: \*\*\*-\*\*-7185 | DOB: 09-28-1982

**Date:** June 17, 2022

**TO:** Experian  
P.O. Box 4500  
Allen, TX 75103

**Via Email to:** Lyndey R. Z. Bryant of ADAMS AND REESE LLP  
lyndey.bryant@arlaw.com

### **NOTICE OF INTENT TO SUE**

To whom it may concern,

On or about September 2021, I disputed the following accounts/tradelines reported by Pentagon Federal Credit Union (PENFED) and REV which Experian allegedly "VERIFIED AS ACCURATE as evidenced by the accounts still reporting, updated and or deleted" on or about October 2021 and May 2022:

See... May 2022 Report # 2755-4740-43

1. HERITAGE TRUST FED CR UN  
Alleged Account #: 100000XXXXXXXXXXXXX  
Result: Verified as Accurate
2. BK OF AMER  
Alleged account Number: 20298XXXX  
Result: Now Deleted
3. PENTAGON FEDERAL CR UN  
Alleged account Number: 430679160525XXXX  
Result: Verified as Accurate
4. CARRINGTON MORTGAGE SERV  
Alleged account Number: 700012XXXX  
Result: Now Deleted

Although there are still multiple errors where these account are being reported inaccurately which will be address if I have to move forward with a lawsuit, as of December 27, 2021 I have discovered as a result of a call to PENFED that Experians alleged investigations both now and in the past was unreasonable because according to Pentagon Federal Credit Unions own records, alleged credit card account number 430679160525\*\*\*\* with an alleged balance of \$13,777 was sold to United Holding Group ("UHG") and the alleged line of credit account number 3036870\*\*\*\* had been transferred to Nationwide Credit Corporation between April of 2016 and January of 2018 therefore PENFED had been inaccurately reporting these accounts as they did not have authority to report the accounts with a balance nor its current status, could not verify an account that they were no longer in possession of and failed to report these accounts as sold and transferred. Their reporting gives the false impression that a debt is owed and or a debt is owed to PENFED. This is also verified as a result of a letter from PENFED dated 4-11-2022 documenting that the accounts were sold and transferred as referenced above which is included with this notice as they have knowledge of their inaccurate reporting and continue to damage the consumer. The deleted accounts speak for themselves. This is clear evidence that Experian investigations was unreasonable and they did not do a proper investigation. Experian actions was willful, negligent, reckless, done with malice, the intent to injure me, the consumer as they did not make sure the information PENFED was reporting was 100% accurate as the information reported was false, inaccurate, misleading in violation of the FCRA, and the South Carolina Consumer Protection Code (SCCPC) as I have asked Experian Multiple times to do a proper reasonable investigation and Experian continues to refuse and willfully violate the above laws.

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This notice is being sent prior to filing a lawsuit. I am willing to give Experian an opportunity to amicably settle this matter and their violations of the “FCRA” and any applicable state laws. This would include all other actions currently pending in court against Experian. I am willing to settle all matters for \$2,000,000 with Experian covering any and all taxes, this would include any and all negative accounts and being deleted from my consumer report. Should Experian not be willing to amicably settle these matters, I will file suite requesting a jury trial for the maximum amount available to me suggesting that the jury calculate the damages between a “80:1 – 98:1” Ratio for Compensatory and Punitive Damages as presented in “*Daugherty v. Ocwen Loan Servicing, LLC*, 701 F. App’x 246 (4th Cir. 2017), also see... *Younger v. Experian Info. Sols., Inc.*, No. 2:15-cv-00952, 2019 WL 1296256, at \*13 (N.D. Ala. Mar. 21, 2019) which more than likely based on the facts that will be presented, I could be awarded higher damages than what I am requesting to settle for as a result of Experian willful, negligent, reckless, actions in clear violation of the FCRA, malicious acts done with the intent to injure the consumer. My offer expires 10 calendar days from receipt of my email to your attorney in the pending case.

**This Notice is to Agent is Notice to Principle and Vis Versa!!**

I can be reached directly via email at [leonbruce81@yahoo.com](mailto:leonbruce81@yahoo.com) or **843-437-7901**. This cell number and email is not to be called, shared, or used for any other purposes other than to address the matters at hand only!!

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**FROM:** Nelson Bruce  
P.O. Box 3345  
Summerville, South Carolina 29484  
SSN: \*\*\*-\*\*-7185 | DOB: 09-28-1982

**Date:** June 17, 2022

**TO:** Equifax Information Services LLC  
P.O. Box 740241  
Atlanta, GA 30374  
**Via Email to:** Rita Bolt Barker of WYCHE, P.A.  
E-Mail: rbarker@wyche.com

**NOTICE OF INTENT TO SUE**

To whom it may concern,

On or about September 2021, I disputed the following accounts/tradelines reported by Pentagon Federal Credit Union (PENFED) and REV which Equifax allegedly "VERIFIED AS ACCURATE as evidenced by the accounts still reporting, updated and or deleted" on or about November 2021 and June 2022:

1. REVFCU  
Result: Deleted
2. PENTAGON FEDERAL CREDIT UNION  
Alleged account Number: 3038218XXXX  
Result: Verified as Accurate
3. PENTAGON FEDERAL CREDIT UNION  
Alleged account Number: xxxxxxxx3812  
Result: Verified as Accurate
4. PENTAGON - BANKCARD  
Alleged account Number: 430679160525XXXX  
Result: Verified as Accurate

Although there are still multiple errors where these account are being reported inaccurately which will be address if I have to move forward with a lawsuit, as of December 27, 2021 I have discovered as a result of a call to PENFED that Equifax alleged investigations both now and in the past was unreasonable because according to Pentagon Federal Credit Unions own records, alleged credit card account number 430679160525\*\*\*\* with an alleged balance of \$13,777 was sold to United Holding Group ("UHG") and the alleged line of credit account number 3036870\*\*\*\* with an alleged balance of \$4,427 had been transferred to Nationwide Credit Corporation between April of 2016 and January of 2018 therefore PENFED had been inaccurately reporting these accounts as they did not have authority to report the accounts with a balance, could not verify an account that they were no longer in possession of and failed to report these accounts as sold and transferred. Their reporting gives the false impression that a debt is owed and or a debt is owed to PENFED. This is also verified as a result of a letter from PENFED dated 4-11-2022 documenting that the accounts were sold and transferred as referenced above which is included with this notice as they have knowledge of their inaccurate reporting and continue to damage the consumer. This is clear evidence that Equifax investigations was unreasonable and they did not do a proper investigation. Equifax actions was willful, negligent, reckless, done with malice, the intent to injure me, the consumer as they did not make sure the information PENFED was reporting was 100% accurate as the information reported was false, inaccurate, misleading in violation of the FCRA, and the South Carolina Consumer Protection Code (SCCPC) as I have asked Equifax Multiple times to do a proper reasonable investigation and Equifax continues to refuse and willfully violate the above laws.

This notice is being sent prior to filing a lawsuit. I am willing to give Equifax an opportunity to amicably settle this matter and their violations of the "FCRA" and any applicable state laws. This would include all other actions currently pending in court against Equifax. I am willing to settle all matters for

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\$2,000,000 with Equifax covering any and all taxes, this would include any and all negative accounts and being deleted from my consumer report. Should Equifax not be willing to amicably settle these matters, I will file suite requesting a jury trial for the maximum amount available to me suggesting that the jury calculate the damages between a "80:1 – 98:1" Ratio for Compensatory and Punitive Damages as presented in "*Daugherty v. Ocwen Loan Servicing, LLC*, 701 F. App'x 246 (4th Cir. 2017), also see... *Younger v. Experian Info. Sols., Inc.*, No. 2:15-cv-00952, 2019 WL 1296256, at \*13 (N.D. Ala. Mar. 21, 2019) which more than likely based on the facts that will be presented, I could be awarded higher damages than what I am requesting to settle for as a result of Equifax willful, negligent, reckless, actions in clear violation of the FCRA, malicious acts done with the intent to injure the consumer. My offer expires 10 calendar days from receipt of my email to your attorney in the pending case.

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